

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 12/17/2015

Department Contact: Shane Davis

Phone #

Contract or Agreement: Real Estate Purchase Agreement

Document Name: Real Estate Purchase Agreement Greenbrier Pkwy Tract 20

City Obligation Amount: \$109,539.00 ✓

Total Project Budget:

Uncommitted Account Balance:

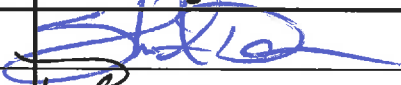
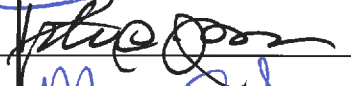

Account Number: 3206-71-0000-524011-00000000-

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		<u>12-11-15</u>
2) Legal		<u>12-8-15</u>
3) Finance 	<u>Margie Lange</u>	<u>12-11-15</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Dec 17, 2015

Action Requested By: Engineering
Urban Development

Agenda Type: Resolution

Subject Matter:

Real Estate Purchase Agreement for easements and rights-of-ways for Greenbrier Parkway.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a real estate purchase agreement with Holmes Farms, LLC, for Greenbrier Parkway, Tract 20.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____ Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 12-11-15

RESOLUTION NO. 15-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Real Estate Agreement by and between the City of Huntsville, Alabama, and Holmes Farms, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Real Estate Agreement between Holmes Farms, LLC, and the City of Huntsville, Alabama," consisting of twenty-two (22) pages, and the date of December 17, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 17th day of December, 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 17th day of December, 2015.

Mayor of the City of
Huntsville, Alabama

10-12-2015
GBIII – Tract 20
GBIII – Tract 21
GBIII – Tract 22

REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2015, by and between **THE CITY OF HUNTSVILLE**, an Alabama municipal corporation (hereinafter referred to as "Purchaser") who agrees to purchase the real property described in Section One (1) from **HOLMES FARMS, LLC**, an Alabama limited liability company (hereinafter referred to as "Seller"), who agrees to sell the property. In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of such by Seller is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Purchase.

Sellers hereby agree to grant, bargain, sell and convey to Purchaser that certain real property and interest in real property located in Section 21, Township 4 South, Range 3 West, Limestone County, Alabama and more particularly described in the attachments hereto ("the Property").

2. Purchase Price.

The Purchase Price for the Property shall be ONE HUNDRED FORTY-THREE THOUSAND THREE HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$143,334.00), which shall be payable at Closing. The Purchase Price is calculated as follows:

Greenbriar Parkway III – Tract 20 (See Exhibit "A"):

Right-of-Way: 2.566 acres x \$30,000/acre -	\$76,980.00
Utility and Drainage Easement: 1.568 acres x \$30,000/acre x 25% -	11,760.00
Temporary Construction Easement: 0.111 acres x \$30,000/acre x 10% x 3 years	999.00
Improvement Damage: 3,600 sq. ft. x \$11.00/sq. ft. x 50% depreciation	<u>19,800.00</u>
GBIII – Tract 20 -	\$109,539.00

President of the City Council of the
City of Huntsville, Alabama
Date: _____

Greenbriar Parkway III – Tract 21 (See Exhibit “B”):

Right-of-Way: 0.48 acres x \$30,000/acre -	\$14,400.00
Utility and Drainage Easement: 0.413 acres x \$30,000/acre x 25% -	<u>3,097.50</u>
GBIII – Tract 21 -	\$17,497.50

Greenbriar Parkway III – Tract 22 (See Exhibit “C”):

Right-of-Way: 0.464 acres x \$30,000/acre -	\$13,920.00
Utility and Drainage Easement: 0.317 acres x \$30,000/acre x 25% -	<u>2,377.50</u>
GBIII – Tract 22 -	\$16,297.50

3. Conditions of Sale.

(A) Purchaser’s obligation to close on the purchase of the Property is contingent upon the following:

(1) Purchaser’s written approval of an owner’s title commitment from Wilmer & Lee, P.A. Purchaser shall have thirty (30) days from the date of this Agreement in which to obtain and review the title commitment. Purchaser shall have the right, in its sole discretion, to terminate this Agreement in the event any matters of title are unacceptable to Purchaser. Purchaser may only exercise this right of termination as a result of unacceptable title concerns by giving Seller written notice of the termination within thirty (30) days of the date of this Agreement.

4. Title.

The Property shall be conveyed to Purchaser by General Warranty Deed signed by Seller’s managing member with the written consent of all members of Holmes Farms, LLC, satisfactory in manner and form to Purchaser and in accordance with the laws of the State of Alabama; conveying the Property, free and clear of all liens, encumbrances and other matters affecting title except a lien for taxes not yet due and payable, matters of survey, and existing easements and restrictions of record. Any existing mortgages on the Property shall be paid and/or satisfied at or prior to Closing. Seller shall provide customary affidavits in order to establish clear title to the Property.

5. Closing.

The Closing shall take place within sixty (60) days following approval of this acquisition by the City Council of the City of Huntsville, and the signing of this agreement by Purchaser. The parties further agree as follows:

a. Real property taxes for the current year shall be prorated between Seller and Purchaser as of the Closing Date.

b. Seller shall deliver an affidavit attesting that there are no liens and that Seller is in sole possession of the Property.

c. Purchaser shall pay all costs of Closing, other than as specifically stated herein. Each party shall pay its own attorneys' fees in connection with this transaction.

d. Seller shall provide a general warranty deed at Closing, to be prepared by Purchaser's counsel, at Purchaser's expense.

6. Commissions.

The parties represent that neither has incurred nor is obligated for any brokers' or finders' fees, and that no real estate commissions are due on account of this transaction. Each party agrees to indemnify, defend and hold the other harmless from any claims, including attorneys' fees, that it may suffer as a result of any claim or action brought by any broker or real estate agent, acting on behalf of that party.

7. Farming Operations.

Seller affirms that, by Closing, the Real Property will be not be subject to any farm lease or crop agreement. Seller affirms that, by Closing, all crops will have been harvested and all farming equipment removed from the Real Property.

8. Time of the Essence.

Time is of the essence of this Agreement.

9. Attorneys' Fees.

In the event of a dispute between the parties pursuant to the terms of this Agreement, the prevailing party in any court of competent jurisdiction shall be entitled to collect reasonable

attorneys' fees. In the event of dispute, the provisions of this Agreement shall not be construed against the party drafting this Agreement.

10. Successors.

All rights and obligations of Seller and Purchaser under this Agreement shall inure to the benefit of and be binding upon their heirs, personal representatives, successors and assigns. Purchaser reserves the right to assign its interest in this Agreement.

11. Amendment.

No modification or amendment of this Agreement shall be of any force or effect unless the same shall be made in writing and executed by both parties hereto. To the extent that escrow, closing or settlement instructions and/or documents are inconsistent with the terms and conditions of this Agreement, this Agreement shall control and shall further survive recordation of the deed.

12. Entire Agreement.

This Agreement contains the entire agreement between the parties. No promise, representation, warranty or covenant not included in this Agreement has been relied upon by either party. Each party has had a full opportunity to examine this Agreement and/or has had an opportunity to have its counsel review said Agreement on its behalf.

13. Interpretation.

This Agreement shall be interpreted in accordance with the laws of the State of Alabama, without regard to Alabama's conflict of laws provisions.

14. Email or Facsimile Signatures.

The parties agree that this document may be executed and the signatures transmitted to the other parties by facsimile, email or similar electronic transmission. Upon transmission and receipt by another party, such signature shall be effective as an original. Notwithstanding the preceding sentence, the parties agree that they will transmit original signature pages to the other parties and their counsel promptly after execution.

15. Execution by Counterpart Originals.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Counsel Acknowledgment.

The parties all acknowledge that Purchaser's counsel, SAMUEL H. GIVHAN and JOSEPH A. JIMMERSON, and the law firm of Wilmer & Lee, P.A. (collectively "Counsel") prepared this Agreement on behalf of and in the course of his representation of Purchaser. For the purposes of this transaction, Counsel represents Purchaser's interest and no other interests. Any conflicts of interest due to Counsel's previous representation of Seller are hereby waived.

17. Waiver.

The waiver of default by either party of any provision of this Agreement shall not operate as a waiver of subsequent defaults.

18. Corporate Authority.

The parties acknowledge that all necessary action has been taken to authorize the entering into of this Agreement of behalf of each party. The parties acknowledge that once this Agreement is signed by the persons shown below, the agreement is binding on the parties.

19. Acceptance.

In order to be binding, a copy of this Agreement must be executed by both parties on or before 5:00 p.m. C.D.T., on December 15, 2015.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the respective dates set forth below.

PURCHASER:
THE CITY OF HUNTSVILLE

By: _____
Its: _____

WITNESS:

Date: _____

SELLER:
HOLMES FARMS, LLC

By: Margaret Cynthia Holmes
Margaret Cynthia Holmes
Its: Managing Member

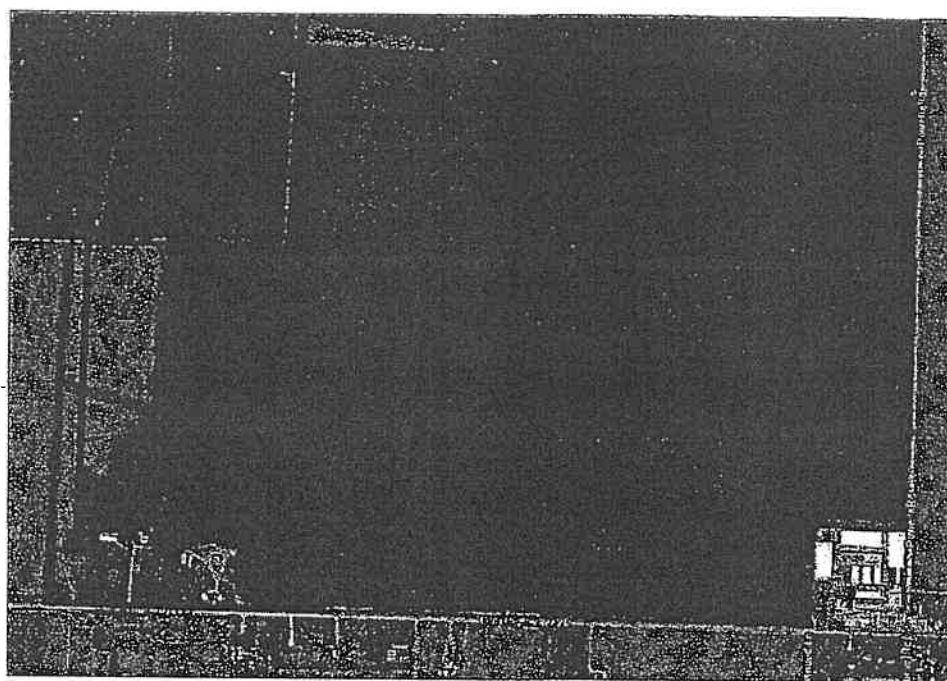
WITNESS:

Deborah W Knight
Shirley H. Hays

Date: 1 Dec 2015

Exhibit "A"

**TRACT 20 — 312.00 ACRES
HOLMES FARMS, LLC
ROW ACQUISITION OF 2.566 ACRES
UTILITY EASEMENT ACQUISITION OF 1.568 ACRES
TEMPORARY CONSTRUCTION EASEMENT OF 0.111 ACRES**



Limestone County Parcel #:

17-05-21-0-000-003.000
17-05-21-0-000-003.015
17-05-21-0-000-003.016
17-05-21-0-000-003.019
17-05-21-0-000-003.021
17-05-21-0-000-003.020
17-05-21-0-000-003.022
17-04-20-0-000-005.001



5125A Research Drive
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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
RIGHT-OF-WAY ACQUISITION - Reference Tract 20:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Sections 20 & 21, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of that property conveyed to Holmes Farms LLC, Margaret Cynthia Holmes in RLPY Book 2010, Page 49622, RLPY Book 2002, Page 11063, RLPY Book 0, Page 0, RLPY Book 2000, Page 58, RLPY Book 2000, Page 8424, RLPY Book 2000, Page 54, RLPY Book 208, Page 19, FICHE 96477, Page 10 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

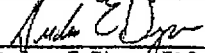
commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 61 Degrees 59 Minutes 17 Seconds West a distance of 87.85 feet to a point on the present right-of-way of Old Highway 20 (said point ± 37.36 feet left of proposed Old Highway 20 at Station 15+00.00); said point being the Point of Beginning having established grid coordinates of (N) 1519248.31, (E) 347022.38 of Zone East of the Alabama State Coordinate System;

thence leaving present right-of-way North 02 Degrees 05 Minutes 41 Seconds East a distance of 22.64 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station 15+00.00); thence South 87 Degrees 54 Minutes 19 Seconds East a distance of 540.00 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station 20+40.00); thence North 57 Degrees 17 Minutes 42 Seconds East a distance of 120.24 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 85.00 feet left of proposed Greenbrier Parkway at Station 129+70.00); thence North 00 Degrees 10 Minutes 51 Seconds West a distance of 330.00 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 85.00 feet left of proposed Greenbrier Parkway at Station 133+00.00); thence North 89 Degrees 49 Minutes 09 Seconds East a distance of 165.00 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 80.00 feet right of proposed Greenbrier Parkway at Station 133+00.00); thence South 00 Degrees 10 Minutes 51 Seconds East a distance of 330.00 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 80.00 feet right of proposed Greenbrier Parkway at Station 129+70.00); thence South 52 Degrees 39 Minutes 40 Seconds East a distance of 130.27 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station 24+10.00); thence South 87 Degrees 54 Minutes 19 Seconds East a distance of 538.59 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station 29+48.59); thence along an arc 300.97 feet to the left, having a radius of 9940.00 feet, the chord of which is South 88 Degrees 46 Minutes 22 Seconds East for a distance of 300.96 feet along the proposed right-of-way for Old Highway 20 to a point located on the grantor's west property line (said point 60.00 feet left of proposed Old Highway 20 at Station 32+51.38); thence South 89 Degrees 38 Minutes 25 Seconds East a distance of 78.85 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 33+30.23$); thence South 02 Degrees 01 Minutes 33 Seconds West a distance of 25.14 feet along

the grantor's east property line to a point located on present right-of-way of Old Highway 20 (said point ± 33.88 feet left of proposed Old Highway 20 at Station $\pm 33+29.47$); thence North 87 Degrees 58 Minutes 32 Seconds West a distance of 1749.83 feet along the present right-of-way of Old Highway 20 to a point (said point ± 38.66 feet left of proposed Old Highway 20 at Station $\pm 15+78.53$); thence North 88 Degrees 51 Minutes 16 Seconds West a distance of 78.55 feet along the present right-of-way of Old Highway 20 to the POINT OF BEGINNING.

The above described parcel contains 2.566 acres (111788 sq. ft.).

All according to my survey this the 10th day of November, 2014.

 2014.11.14 14:05:07-05'00'
Andrew E. Dinges, PLS
Alabama License No. 25856



5125A Research Drive
Huntsville, AL 35805

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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) ACQUISITION –
Reference Tract 20, 1 of 2:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Sections 20 & 21, Township 4 South, Range 3 West of the Huntsville Meridian.

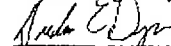
Said tract being a portion of that property conveyed to Holmes Farms LLC, Margaret Cynthia Holmes in RLPY Book 2010, Page 49622, RLPY Book 2002, Page 11053, RLPY Book 0, Page 0, RLPY Book 2000, Page 58, RLPY Book 2000, Page 8424, RLPY Book 2000, Page 54, RLPY Book 208, Page 19, FICHE 96477, Page 10 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 50 Degrees 13 Minutes 14 Seconds West a distance of 99.84 feet to a point on the proposed right-of-way for Old Highway 20 (said point 60.00 feet left of proposed Old Highway 20 at Station 15+00.00), said point being the Point of Beginning having established grid coordinates of (N) 1519270.93, (E) 347023.21 of Zone East of the Alabama State Coordinate System;

thence North 02 Degrees 05 Minutes 41 Seconds East a distance of 30.00 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station 15+00.00); thence South 87 Degrees 54 Minutes 19 Seconds East a distance of 530.60 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station 20+30.60); thence North 57 Degrees 17 Minutes 42 Seconds East a distance of 88.48 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point (said point 120.00 feet left of proposed Greenbrier Parkway at Station 129+83.26); thence North 00 Degrees 10 Minutes 51 Seconds West a distance of 316.74 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point (said point 120.00 feet left of proposed Greenbrier Parkway at Station 133+00.00); thence North 89 Degrees 49 Minutes 09 Seconds East a distance of 35.00 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point located on the proposed right-of-way for Greenbrier Parkway (said point 85.00 feet left of proposed Greenbrier Parkway at Station 133+00.00); thence South 00 Degrees 10 Minutes 51 Seconds East a distance of 330.00 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 85.00 feet left of proposed Greenbrier Parkway at Station 129+70.00); thence South 57 Degrees 17 Minutes 42 Seconds West a distance of 120.24 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station 20+40.00); thence North 87 Degrees 54 Minutes 19 Seconds West a distance of 540.00 feet along the proposed right-of-way for Old Highway 20 to the POINT OF BEGINNING.

The above described parcel contains 0.700 acres (30507 sq. ft.).

All according to my survey this the 10th day of November, 2014.


2014.11.14
14:05:53-0500
Andrew E. Dinges, PLS
Alabama License No. 25856



5125A Research Drive
Huntsville, AL 35805

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FAX 256.534.6544

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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) ACQUISITION –
Reference Tract 20, 2 of 2:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of that property conveyed to Holmes Farms LLC, Margaret Cynthia Holmes in RLPY Book 2010, Page 49622, RLPY Book 2002, Page 11063, RLPY Book 0, Page 0, RLPY Book 2000, Page 58, RLPY Book 2000, Page 8424, RLPY Book 2000, Page 54, RLPY Book 208, Page 19, FICHE 98477, Page 10 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:


commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 81 Degrees 26 Minutes 39 Seconds East a distance of 737.36 feet to a point on the proposed right-of-way for Greenbrier Parkway (said point 80.00 feet right of proposed Greenbrier Parkway at Station 129+70.00), said point being the Point of Beginning having established grid coordinates of (N) 1519316.66, (E) 347829.03 of Zone East of the Alabama State Coordinate System;

thence North 00 Degrees 10 Minutes 51 Seconds West a distance of 330.00 feet along the proposed right-of-way for Greenbrier Parkway to a point (said point 80.00 feet right of proposed Greenbrier Parkway at Station 133+00.00); thence leaving said proposed right-of-way, North 89 Degrees 49 Minutes 09 Seconds East a distance of 30.00 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point (said point 110.00 feet right of proposed Greenbrier Parkway at Station 133+00.00); thence South 00 Degrees 10 Minutes 51 Seconds East a distance of 315.21 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point (said point 110.00 feet right of proposed Greenbrier Parkway at Station $\pm 129+84.79$); thence South 45 Degrees 10 Minutes 16 Seconds East a distance of 104.84 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 80.00 feet left of proposed Old Highway 20 at Station $\pm 24+10.00$); thence South 87 Degrees 54 Minutes 19 Seconds East a distance of 190.00 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 80.00 feet left of proposed Old Highway 20 at Station 26+00.00); thence North 80 Degrees 47 Minutes 05 Seconds East a distance of 50.99 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station 26+50.00); thence South 87 Degrees 54 Minutes 19 Seconds East a distance of 298.59 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $\pm 29+48.59$); thence along an arc 300.06 feet to the left, having a radius of 9910.00 feet, the chord of which is South 88 Degrees 46 Minutes 22 Seconds East for a distance of 300.05 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station 32+51.38); thence South 89 Degrees 38 Minutes 25 Seconds East a distance of 79.72 feet along the proposed public utility and drainage easement for Old Highway 20 to a point on the grantor's east property line (said point 90.00 feet left of proposed Old Highway 20 at Station $\pm 33+31.10$); thence

South 02 Degrees 01 Minutes 33 Seconds West a distance of 30.01 feet along the grantor's east property line to a point located on the proposed right-of-way for Old Highway 20 (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 33+30.23$); thence North 89 Degrees 38 Minutes 25 Seconds West a distance of 78.85 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $32+51.38$); thence along an arc 300.97 feet to the right, having a radius of 9940.00 feet, the chord of which is North 88 Degrees 46 Minutes 22 Seconds West for a distance of 300.96 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $29+48.59$); thence North 87 Degrees 54 Minutes 19 Seconds West a distance of 538.59 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $24+10.00$); thence North 52 Degrees 39 Minutes 40 Seconds West a distance of 130.27 feet along the proposed right-of-way for Greenbrier Parkway to the POINT OF BEGINNING.

The above described parcel contains 0.868 acres (37804 sq. ft.).

All according to my survey this the 13th day of February, 2016.

 Digitally Signed
2016.02.13 13:43:37 -06'00'
Andrew E. Dirges, PLS
Alabama License No. 25856



5125A Research Drive
Huntsville, AL 35805

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FAX 256.534.5544

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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
TEMPORARY CONSTRUCTION EASEMENT (TCE) ACQUISITION –
Reference Tract 20:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of that property conveyed to Holmes Farms LLC, Margaret Cynthia Holmes in RLPY Book 2010, Page 49622, RLPY Book 2002, Page 11063, RLPY Book 0, Page 0, RLPY Book 2000, Page 58, RLPY Book 2000, Page 8424, RLPY Book 2000, Page 54, RLPY Book 208, Page 19, FICHE 96477, Page 10 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 80 Degrees 41 Minutes 02 Seconds East a distance of 789.19 feet to a point on the proposed public utility and drainage easement for the proposed Greenbrier Parkway (said point 110.00 feet right of proposed Greenbrier Parkway at Station $\pm 129+84.79$), said point being the Point of Beginning having established grid coordinates of (N) 1519331.56, (E) 347858.98 of Zone East of the Alabama State Coordinate System;

thence North 00 Degrees 10 Minutes 51 Seconds West a distance of 315.21 feet along the proposed public utility and drainage easement for the proposed Greenbrier Parkway to a point (said point 110.00 feet right of proposed Greenbrier Parkway at Station 133+00.00); thence North 89 Degrees 49 Minutes 09 Seconds East a distance of 15.00 feet along the proposed temporary construction easement for the proposed Greenbrier Parkway to a point (said point 125.00 feet right of proposed Greenbrier Parkway at Station 133+00.00); thence South 00 Degrees 10 Minutes 51 Seconds East a distance of 330.22 feet along the temporary construction easement for the proposed Greenbrier Parkway to a point (said point 125.00 feet right of proposed Greenbrier Parkway at Station $\pm 129+69.78$); thence North 45 Degrees 10 Minutes 16 Seconds West a distance of 21.22 feet along the proposed public utility and drainage easement for the proposed Greenbrier Parkway to the POINT OF BEGINNING.

The above described parcel contains 0.111 acres (4841 sq. ft.).

All according to my survey this the 13th day of February, 2015.

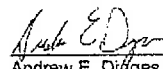

Digitally Signed
2015.02.13
13:44:14-0600
Andrew E. Dinges, PLS
Alabama License No. 25856

Exhibit "B"

**TRACT 21 — 5.00 ACRES
REBECCA HOLMES KNIGHT
ROW ACQUISITION OF 0.480 ACRES
UTILITY EASEMENT ACQUISITION OF 0.413 ACRES**



Limestone County Parcel #:

17-05-21-0-000-003.014

17-05-21-0-000-003.018



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

**STATE OF ALABAMA
LIMESTONE COUNTY**

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
RIGHT-OF-WAY ACQUISITION - Reference Tract 21:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

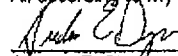
Said tract being a portion of that property conveyed to Rebecca Holmes Knight in Fiche 97208, Page 25-27, Fiche 96477, Page 7-9 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence South 89 Degrees 16 Minutes 32 Seconds East a distance of 1749.85 feet to a point on the present right-of-way of Old Highway 20 (said point $\pm 33+29.47$), said point being the Point of Beginning having established grid coordinates of (N) 1519184.92, (E) 348849.65 of Zone East of the Alabama State Coordinate System;

thence leaving said present right-of-way, North 02 Degrees 01 Minutes 33 Seconds East a distance of 26.14 feet along the grantor's west property line to a point located on the proposed right-of-way for Old Highway 20 (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 33+30.23$); thence leaving said west property line, South 89 Degrees 38 Minutes 25 Seconds East a distance of 513.35 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $38+43.59$); thence along an arc 86.89 feet to the right, having a radius of 10060.00 feet, the chord of which is South 89 Degrees 23 Minutes 34 Seconds East for a distance of 86.89 feet along the proposed right-of-way for Old Highway 20 to a point on the grantor's east property line (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 39+29.96$); thence South 02 Degrees 01 Minutes 33 Seconds West a distance of 43.20 feet along the grantor's east property line to a point on the present Old Highway 20 right-of-way (said point ± 16.81 feet left of proposed Old Highway 20 at Station $\pm 39+29.08$); thence North 87 Degrees 58 Minutes 32 Seconds West a distance of 600.00 feet along the present right-of-way of Old Highway 20 to the POINT OF BEGINNING.

The above described parcel contains 0.480 acres (20902 sq. ft.).

All according to my survey this the 10th day of November, 2014.

 2014.11.14
14:04:07-06:00'

Andrew E. Dinges, PLS
Alabama License No. 25856



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Huntsville, AL 35805

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FAX 256.534.5544

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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) ACQUISITION –
Reference Tract 21:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of that property conveyed to Rebecca Holmes Knight in Fiche 97208, Page 25-27, Fiche 96477, Page 7-9 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence North 89 Degrees 52 Minutes 09 Seconds East a distance of 1750.84 feet to a point at the intersection of the proposed right-of-way for Old Highway 20 and the grantor's west property line (said point 80.00 feet left of proposed Old Highway 20 at Station $\pm 33+30.23$), said point being the Point of Beginning having established grid coordinates of (N) 1519211.04, (E) 348850.58 of Zone East of the Alabama State Coordinate System;

thence North 02 Degrees 01 Minutes 33 Seconds East a distance of 30.01 feet along the proposed public utility and drainage easement for Greenbrier Parkway to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $\pm 33+31.10$); thence leaving said property line, South 89 Degrees 38 Minutes 25 Seconds East a distance of 512.48 feet along the grantor's west property line to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $38+43.58$); thence along an arc 87.77 feet to the right, having a radius of 10090.00 feet, the chord of which is South 89 Degrees 23 Minutes 28 Seconds East for a distance of 87.77 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $\pm 39+30.57$); thence South 02 Degrees 01 Minutes 33 Seconds West a distance of 30.01 feet along the grantor's east property line to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 39+29.96$); thence along an arc 86.89 feet to the left, having a radius of 10060.00 feet, the chord of which is North 89 Degrees 23 Minutes 34 Seconds West for a distance of 86.89 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $38+43.58$); thence North 89 Degrees 38 Minutes 25 Seconds West a distance of 513.35 feet along the proposed right-of-way for Old Highway 20 to a point on the proposed right-of-way for Old Highway 20 and the POINT OF BEGINNING.

The above described parcel contains 0.413 acres (18007 sq. ft.).

All according to my survey this the 10th day of November, 2014.

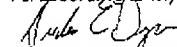

2014 11 14 14:04:17-0600
Andrew E. Dinges, PLS
Alabama License No. 25856

Exhibit "C"

**TRACT 22 — 5.00 ACRES
ARTHUR BARNES HOLMES, JR.
ROW ACQUISITION OF 0.464 ACRES
UTILITY EASEMENT ACQUISITION OF 0.317 ACRES**



Limestone County Parcel #:
17-05-21-0-000-003.013
17-05-21-0-000-003.017



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STATE OF ALABAMA
LIMESTONE COUNTY

**CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
RIGHT-OF-WAY ACQUISITION - Reference Tract 22:**

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

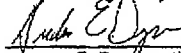
Said tract being a portion of that property conveyed to Arthur Barnes Holmes, Jr. in Fiche 97208, Page 22-24 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence South 88 Degrees 56 Minutes 37 Seconds East a distance of 2349.74 feet to a point at the intersection of the present right-of-way of Old Highway 20 and the grantor's west property line (said point ± 16.81 feet left of proposed Old Highway 20 at Station $\pm 39+29.08$), said point being the Point of Beginning having established grid coordinates of (N) 1519163.73, (E) 349449.28 of Zone East of the Alabama State Coordinate System;

thence leaving said present right-of-way, North 02 Degrees 01 Minutes 33 Seconds East a distance of 43.20 feet along the grantor's west property line to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $\pm 39+29.96$); thence leaving said west line, along an arc 204.39 feet to the right, having a radius of 10060.00 feet, the chord of which is South 88 Degrees 33 Minutes 48 Seconds East for a distance of 204.39 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $41+33.13$); thence South 87 Degrees 58 Minutes 52 Seconds East a distance of 166.87 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $43+00.00$); thence South 81 Degrees 12 Minutes 12 Seconds East a distance of 88.97 feet along the proposed right-of-way for Old Highway 20 to a point located on the grantor's east property line (said point ± 49.50 feet left of proposed Old Highway 20 at Station $\pm 43+88.35$); thence South 02 Degrees 01 Minutes 08 Seconds West a distance of 34.82 feet along the grantor's east property line to a point located on the present right-of-way of Old Highway 20 (said point ± 14.68 feet left of proposed Old Highway 20 at Station $\pm 43+88.35$); thence North 87 Degrees 58 Minutes 32 Seconds West a distance of 459.60 feet along the present right-of-way of Old Highway 20 to the POINT OF BEGINNING.

The above described parcel contains 0.464 acres (20213 sq. ft.).

All according to my survey this the 10th day of November, 2014.


2014.11.14
14:03:25-06'00"
Andrew E. Dinges, PLS
Alabama License No. 25856



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STATE OF ALABAMA
LIMESTONE COUNTY

CITY OF HUNTSVILLE, ALABAMA – Greenbrier Parkway,
PUBLIC UTILITY AND DRAINAGE EASEMENT (PUDE) ACQUISITION –
Reference Tract 22:

I, Andrew E. Dinges, a Professional Land Surveyor in the State of Alabama hereby certify that the foregoing is a true and accurate description of a tract of land lying and being in Section 21, Township 4 South, Range 3 West of the Huntsville Meridian.

Said tract being a portion of that property conveyed to Arthur Barnes Holmes, Jr. in Fiche 97208, Page 22-24 as recorded in the Office of the Probate Judge of Limestone County, Alabama, and being more particularly described as follows:

commencing at a railroad spike found at the southwest corner of Section 21, Township 4 South, Range 3 West of the Huntsville Meridian; thence South 89 Degrees 59 Minutes 47 Seconds East a distance of 2350.86 feet to a point at the intersection of the grantor's west property line and the proposed right-of-way for Old Highway 20, said point being the Point of Beginning having established grid coordinates of (N) 1519206.90, (E) 349450.80 of Zone East of the Alabama State Coordinate System;

thence North 02 Degrees 01 Minutes 33 Seconds East a distance of 30.01 feet along the grantor's west property line to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $\pm 39+30.57$); thence along an arc 204.39 feet to the right, having a radius of 10090.00 feet, the chord of which is South 88 Degrees 33 Minutes 42 Seconds East for a distance of 204.38 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $41+33.13$); thence South 87 Degrees 58 Minutes 52 Seconds East a distance of 166.87 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point 90.00 feet left of proposed Old Highway 20 at Station $43+00.00$); thence South 81 Degrees 19 Minutes 30 Seconds East a distance of 88.95 feet along the proposed public utility and drainage easement for Old Highway 20 to a point (said point ± 79.69 feet left of proposed Old Highway 20 at Station $\pm 43+88.35$); thence South 02 Degrees 01 Minutes 08 Seconds West a distance of 30.19 feet to a point on the proposed right-of-way for Old Highway 20 (said point ± 49.50 feet left of proposed Old Highway 20 at Station $\pm 43+88.35$); thence North 81 Degrees 12 Minutes 12 Seconds West a distance of 88.97 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $43+00.00$); thence North 87 Degrees 58 Minutes 52 Seconds West a distance of 166.87 feet along the proposed right-of-way for Old Highway 20 to a point (said point 60.00 feet left of proposed Old Highway 20 at Station $41+33.13$); thence along an arc 204.39 feet to the left, having a radius of 10060.00 feet, the chord of which is North 88 Degrees 33 Minutes 48 Seconds West for a distance of 204.39 feet along the proposed right-of-way for Old Highway 20 to the POINT OF BEGINNING.

The above described parcel contains 0.317 acres (13797 sq. ft.).

All according to my survey this the 10th day of November, 2014.

2014.11.14 14:03:36-0600

Andrew E. Dinges, PLS
Alabama License No. 25856